



# Application for Utility Permit or Franchise for United States Government Agencies

Permit/Franchise No. \_\_\_\_\_

## Applicant - Please print or type all information

Application is Hereby Made For: ☐ Permit ☐ Category 1  
☐ Franchise ☐ Amendment ☐ Category 2  
☐ Franchise Consolidation ☐ Category 3  
☐ Franchise Renewal

Intended Use of State Right of Way is to Construct, Operate, and Maintain a:

\_\_\_\_\_ on a portion of

State Route \_\_\_\_\_ (at/from) MilePost \_\_\_\_\_ to Mile Post \_\_\_\_\_ in \_\_\_\_\_ County,

to begin in the \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ North: Range \_\_\_\_\_ West/East W.M.

and end in the \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ North: Range \_\_\_\_\_ West/East W.M.

**The Applicant agrees to reimburse the Department for additional costs incurred that are beyond the basic administrative expense incident to the processing of this application in accordance with WAC 468-34 and RCW 47.44 and amendments.**

Applicant (Referred to as Utility) \_\_\_\_\_

Applicant Authorized Signature \_\_\_\_\_

Address \_\_\_\_\_

Print or Type Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Applicant Reference (WO) Number \_\_\_\_\_

Federal Tax ID Number or Social Security Number \_\_\_\_\_

## Authorization to Occupy Only If Approved Below

The Washington State Department of Transportation referred to as the "Department," hereby grants this document (Permit or Franchise as applicable) subject to the terms and conditions stated in the General Provisions, Special Provisions, and Exhibits attached hereto and by this reference made a part hereof: Construction facilities proposed under this application shall begin within one year and must be completed within three years from date of approval.

## For Department Use Only

Exhibits Attached \_\_\_\_\_

## Department Approval

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

# General Provisions Applicable to United States Government Agencies

1. This permit/franchise is subject to the applicable provision of Chapter 468-34 of the Washington Administrative Code, except that any provision in this permit/franchise not consistent with Chapter 468-34 WAC shall be controlling.
2. No excavation shall be made or obstacle placed within the limits of the State highway in such a manner as to interfere with the travel over said road unless authorized by the Department.
3. If the work done under this permit/franchise interferes in any way with the drainage of the state highway, the Utility shall wholly and at its own expense, make such provision as the Department may direct to take care of said drainage.
4. On completion of this work, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Department.
5. All of the work herein contemplated shall be done to the satisfaction of the Department.
6. The Department hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this permit/franchise at any time, said change or removal to be made at the sole expense of the Utility or their successors and assigns. Any changes, reconstruction or relocation by the Utility shall be done in such manner as will cause the least interference with any of the State's work and the State of Washington shall in no wise be held liable for any damage to the Utility by reason of any such work by the State of Washington, its agents or representatives, or by the exercise of any rights by the State upon roads, streets, public places or structures.
7. This permit/franchise of privilege shall be exclusive as to the occupancy right but shall not prohibit the Department from granting other permit or franchise rights of like or other nature to other public or private parties to occupy the highway right-of-way, provided such other public or private parties shall be required to safeguard their installations from hazards to or from Utility's facilities, nor shall it prevent the Department from using any of its roads, streets, or public places, or affect Utility's right to full supervision and control over all or any part of them, none of which is hereby surrendered.
8. The Department may for violation for any of the terms revoke, amend or cancel this permit or any of the provisions hereof after 60 days written notice to the Utility. The Utility shall then remove all facilities from the right of way. Any facilities remaining upon the right of way 30 days after cancellation of this permit shall be removed by the Department at the expense of the Utility.
9. The Utility shall maintain at its sole expense the structure or object for which this permit/franchise is granted in a condition satisfactory to the Department.
10. The Utility shall be responsible for any loss or damage to property or injury to persons resulting from any acts or omissions in accordance with the provisions of the Federal Tort Claims Act 62 Stat. 982, as amended.
11. All installations placed upon the right of way by the Utility shall be and remain the property of the Utility and may be removed any time by the Utility upon prior notification to the Department.
12. Whenever it is deemed necessary for the benefit and safety of the traveling public, the Department hereby reserves the right to attach and maintain upon any facility by the Utility under this document any required traffic control devices, such as traffic signals, luminaires, and overhead suspended signs, when the use of such devices or attachments does not interfere with the use for which the facility was constructed. The Department shall bear the cost of attachment and maintenance of such traffic control devices, including the reasonable cost of any extra construction beyond normal; such extra cost to be determined jointly by the Department and the Utility of this document. It is not to be construed that the Department is to share in the normal cost of installation, operation, or maintenance of any of the facilities installed under this document.
13. All expenditures to be made by the Utility under the provisions of this permit/franchise shall be subject to appropriations being available for the purpose.
14. On or before the termination of this permit/franchise, the Utility will remove all installations and appurtenances from the premises of the Department and restore said premises to the conditions existing at the time of entering upon the same under this permit/franchise, reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Utility has no control excepted.
15. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this permit/franchise or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
16. No assignment or transfer of this franchise in any manner whatsoever shall be valid nor vest any rights hereby granted until the Department consents thereto and the assignee accepts all terms of this franchise. Attempting to assign this franchise without Department consent shall be cause for cancellation as herein provided.
17. The Utility hereby certifies that the facilities described in this document are in compliance with the Control Zone Guidelines.